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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

A.B., a minor, represented by her mother and
next friend, AUDREY BURTON, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

ROBLOX CORPORATION,

Defendant.

Case No. 3:21-cv-05683

CLASS ACTION COMPLAINT

- (1) Violations of Cal. Bus. & Bus. Prof. Code § 17200, *et seq.*
- (2) Violations of Cal. Civ. Code. § 1750, *et seq.*
- (3) Breach of the Covenant of Good Faith and Fair Dealing

JURY TRIAL DEMANDED

1 Plaintiff A.B., a minor, represented by her mother and next friend, Audrey Burton
 2 (“Plaintiff”), individually and on behalf of all others similarly situated, makes the following
 3 allegations pursuant to the investigation of her counsel and based upon information and belief,
 4 except as to allegations specifically pertaining to herself and her counsel, which are based on
 5 personal knowledge, against defendant Roblox Corporation. (“Roblox” or “Defendant”).

6 **NATURE OF THE ACTION**

7 1. Roblox is an online, multiplayer virtual creation platform where users play games
 8 that were created, along with its for-sale content, by other users. Roblox is predominantly used by
 9 children and saw a huge surge in usage from children during the COVID-19 pandemic. According
 10 to the company, as of April 2020, two-thirds of all children in the United States between ages 9
 11 and 12 used Roblox, and Roblox was played by a third of all Americans under the age of 16.¹

12 2. Roblox is initially free to join and download. Users can then purchase “Robux”
 13 which is the in-game currency that allows its users to make in-game purchases. Roblox’s revenue
 14 is dependent upon user-created content, boasting more than 8 million developers and more than 2
 15 million developers releasing monthly content from the Roblox Studio.² Users purchase content
 16 from Roblox’s Avatar Shop, which is the user-to-user marketplace, to personalize their avatars and
 17 gaming experience. Roblox takes a commission from the user-to-user transaction and generates
 18 revenue from these sales.

19 3. Roblox has the ability and retains discretion to delete content from its users’
 20 inventories, without notice, even after the items have been purchased. Roblox does not provide
 21 refunds for the content it removes and retains the money it earns as commissions through those
 22 sales.

23 4. This is the result of Roblox’s lax control policies and practices – both by allowing
 24 potentially inappropriate or infringing products to be added to its Avatar Shop and sold to users,
 25

26 ¹ Olga Kharif, *Kids Flock to Roblox for Parties and Playdates During Lockdown*, BLOOMBERG
 27 (April 15, 2020), <https://www.bloomberg.com/news/articles/2020-04-15/kids-flock-to-roblox-for-parties-and-playdates-during-lockdown> (last accessed July 2, 2021).

28 ² *About Us*, ROBLOX, <https://corp.roblox.com/> (last accessed July 2, 2021).

1 as well as a failure to have a refund policy in place so that users can be reimbursed for content lost
2 or deleted due to circumstances out of their control.

3 5. In essence, Roblox makes content available for purchase on the Roblox Avatar
4 Shop without adequately scrutinizing the content to ensure that it complies with Roblox's policies.
5 If Roblox later determines that the content violates its policies (*e.g.*, includes a trademarked logo),
6 Roblox will delete the content. Rather than performing adequate oversight *before* content is
7 offered for sale in its marketplace, Roblox waits until items are purchased, collects commissions,
8 and *then* deletes the content. Roblox keeps its commissions and associated revenue, yet refuses to
9 refund its users for the deleted content.

10 6. This "sell without regard to users" approach unfairly benefits Roblox because it
11 allows Roblox to retain all monetary benefit after deleting content. Users, who are predominantly
12 children, are left with nothing. Users are then forced make new purchases to replace their items,
13 on which Roblox then collects additional commissions.

14 7. There is no question that Roblox users are harmed as a result of Roblox's practice
15 of deleting content from its platform and refusing to refund its users for those purchases. In order
16 to substantially reduce the amount of content deleted from the Roblox platform after users
17 purchase the items and more robustly protect Roblox users, Plaintiff seeks injunctive relief,
18 requiring Roblox to:

- 19 (a) Implement changes to Roblox's content moderation practices to require adequate oversight
20 *before* content is offered for sale on the Avatar Shop;
- 21 (b) Implement policies and practices to create additional oversight mechanisms for Roblox to
22 monitor developers who regularly create content that ultimately gets deleted (*i.e.*, extra
23 oversight over "repeat offenders");
- 24 (c) Implement policies and practices to create additional oversight mechanisms to help prevent
25 content that Roblox deletes from the Avatar Shop to be re-introduced and offered for sale
26 again; and

1 (d) Implement a comprehensive refund program to provide users with prospective refunds for
2 content purchased in the Avatar Shop and deleted by Roblox (the “Proposed Injunctive
3 Relief”).

4 8. On June 2, 2021, Audrey Burton, acting on behalf of Plaintiff A.B. and all others
5 similarly situated, sent a pre-suit demand to Roblox to immediately address its unlawful and unfair
6 practice of deleting content purchased by users from its platform and failing to issue refunds for
7 that content. In her letter, Ms. Burton requested the Proposed Injunctive Relief as outlined above.

8 9. Plaintiff seeks declaratory and injunctive relief against Roblox on behalf of herself
9 and other similarly situated Roblox users by asserting claims for violations of California’s Unfair
10 Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”); violations of California’s
11 Consumers Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*) (“CLRA”), and breach of the
12 covenant of good faith and fair dealing.

13 **PARTIES**

14 10. Plaintiff A.B. is a resident of the state of Virginia.

15 11. Plaintiff is a Roblox account holder who has used Roblox for the last two to three
16 years. She spent approximately 200 dollars to purchase items from Roblox’s store, Avatar Shop
17 and/or Game Shop only to then experience the deletion of many of the purchased items from her
18 inventory. Since opening her current account in September of 2020, approximately seven shirts
19 and fifteen pairs of pants have been deleted without refund. When Plaintiff purchased items, there
20 was an expectation that the items would remain in her inventory. She would not have purchased
21 the items had she known that they would later be deleted and she would not receive a refund for
22 the content.

23 12. Defendant Roblox Corporation is a Delaware Corporation with its principal place
24 of business located at 970 Park Place, San Mateo, California 94403. Roblox regularly conducts
25 business in this District and throughout the United States.

JURISDICTION, VENUE AND CHOICE OF LAW

13. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 Class members and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest, fees, and costs, and at least one Class member is a citizen of a state different from Roblox.

14. This Court has personal jurisdiction over Roblox because it transacts business in this State, and because the tortious conduct alleged in this Complaint occurred in, was directed to, and/or emanated from this State.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant is headquartered in this District, and a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this District.

FACTUAL ALLEGATIONS

A. Roblox's Online Platform

16. Roblox is an online, multiplayer virtual creation platform that was founded in 2006.³ Roblox is a platform where users play games created by other users, known as developers. The platform contains over 20 million games.⁴ Roblox is dependent upon user-created content, boasting more than 8 million developers and more than 2 million developers releasing monthly content from the Roblox Studio.⁵ Roblox has over 150 million monthly users,⁶ with more than half of the users being children under the age of 16. In April 2020, Roblox stated that "two-thirds of all U.S. kids between 9 and 12 years old use Roblox, and it's played by a third of all Americans

³ *Why is everyone talking about Roblox?*, POLYGON, (March 11, 2021), <https://www.polygon.com/22326123/what-is-roblox-explainer-public-offering> (last accessed July 2, 2021).

⁴ *Id.*

⁵ *About Us*, ROBLOX, <https://corp.roblox.com/> (last accessed July 2, 2021).

⁶ Sarah Perez, *Roblox jumps to over 150M monthly users, will pay out \$250M to developers in 2020*, TECHCRUNCH.com (Jul. 28, 2020, 10:23 AM), <https://techcrunch.com/2020/07/28/roblox-jumps-to-over-150m-monthly-users-will-pay-out-250m-to-developers-in-2020/> (last accessed July 2, 2021).

under the age of 16.”⁷ Just three months later, Roblox reported to The Verge an increase from two-thirds to “over half of US kids and teens under the age of 16 play the game[.]”⁸

17. The Roblox platform consists of the Roblox Client and the Roblox Studio. The Roblox Client is the system that allows users to “explore millions of immersive 3D experiences” with friends, via a customizable avatar.⁹ The Roblox Studio is the tool used by developers to create, release, and operate the “immersive 3D experiences” within the Roblox Client.¹⁰

18. “Robux” is Roblox’s virtual, in-game currency that allows its users to make in-game purchases.¹¹ Robux of various quantities are available for purchase through Roblox.com. Users can purchase 400 Robux for \$4.99, 1,700 Robux for \$19.99, or 10,000 Robux for \$99.99. Prices for content on the Avatar Shop vary, with “Premium” items ranging from 20 Robux to 5,000 Robux.¹² Users that create the content and sell it to other users receive the in-game currency in return. Robux can then be converted into real-world currency through the Developer Exchange Program, known as DevEx.

19. In addition to selling Robux in-game currency in exchange for real currency, Roblox makes a 30% commission from every user-to-user transaction in the Avatar Shop.¹³

20. As such, Roblox benefits financially from every transaction made on its platform.

⁷ Taylor Lyles, *Over half of US kids are playing Roblox, and it’s about to host Fortnite-esque virtual parties too*, THE VERGE (Jul. 21, 2020, 7:16pm), <https://www.theverge.com/2020/7/21/21333431/roblox-over-half-of-us-kids-playing-virtual-parties-fortnite> (last accessed July 2, 2021).

⁸ *Id.* See also *Roblox: a parents’ guide*, PARENT INFO (<https://parentinfo.org/article/roblox-a-parents-guide>) (last accessed July 2, 2021).

⁹ *About Us*, ROBLOX, <https://corp.roblox.com/> (last accessed July 2, 2021).

¹⁰ Roblox Support, *Roblox Studio*, ROBLOX, <https://en.help.roblox.com/hc/en-us/articles/203313860-Roblox-Studio> (last accessed July 2, 2021).

¹¹ “Roblox Privacy and Safety Checklist”, SWGfL.org.uk, <https://swgfl.org.uk/assets/documents/roblox-checklist-new.pdf>.

¹² Avatar Shop, ROBLOX, <https://www.roblox.com/catalog/?Category=1&SortType=5> (last accessed July 2, 2021).

¹³ *Unified Marketplace Fee for Dev Products and Game Passes*, DevForum.Roblox.com (Apr. 2020), <https://devforum.roblox.com/t/unified-marketplace-fee-for-dev-products-and-game-passes/507109>; see also *Upcoming Changes to Affiliate Fees & Catalog Item Configuration Options*, DevForum.Roblox.com, <https://devforum.roblox.com/t/upcoming-changes-to-affiliate-fees-catalog-item-configuration-options/1066940> (last accessed July 2, 2021).

1 **B. Roblox's Inadequate and Unfair Content-Control Practices**

2 21. The Avatar Shop, formerly known as the Catalog, is where users can purchase
3 content created by developers, such as virtual clothing and other items for their avatar, including
4 new heads, faces, gear, accessories, T-shirts, shirts, pants, bundles, and animation packs.

5 22. Reasonable consumers expect that items purchased from the Avatar Shop will
6 appear in their inventories and be available for use, forever.

7 23. However, users have discovered that Roblox deletes content from their inventories
8 without notice, and then refuses to provide refunds for that content. This is the result of Roblox's
9 lax control policies and practices over the placement and retention of content in its Avatar Shop.

10 24. Roblox makes content available for purchase on the Roblox Avatar Shop without
11 adequately scrutinizing the content to ensure that it complies with Roblox's policies. If Roblox
12 later determines that the content violates its policies (*e.g.*, includes a trademarked logo), Roblox
13 deletes the content. In other words, rather than performing adequate oversight *before* content is
14 offered for sale in its marketplace, Roblox waits until items are purchased, collects commissions,
15 and then deletes the content. Roblox then refuses to refund its users for the deleted content, as the
16 company does not have a refund policy in place so that users can be reimbursed for content lost or
17 deleted due to circumstances out of their control.

18 25. This business practice and approach unfairly benefits Roblox because it allows
19 Roblox to retain all monetary benefit after deleting content.

20 26. Users, who are predominantly children, who have been impacted by this practice,
21 are left without the purchased items, the money spent, or any means to recover either. Users are
22 then faced with the decision to either accept the loss of the items without reimbursement, or forced
23 make new purchases to replace their items. Roblox earns and keeps its commissions either way.

24 27. The internet is replete with consumer complaints relating to Roblox's unfair and
25 unlawful policy of refusing to refund users for content that it made available for sale but then later
26 deleted. Sample complaints have been reproduced below:

- 1 • I literally bought shirts and pants and in like 5 days they got deleted. I feel
2 like roblox is removing copied clothing but mine wasn't copied so uh-. I feel
3 like roblox is doing the bad thing and should stop bc they ARENT EVEN
4 REFUNDING US. What do you think about this?¹⁴
- 5 • I came back to Roblox after a while to see a lotta stuff in my inventory that
6 I bought in the past be deleted off the catalog, without any form of
7 compensation (such as Robux back) at no fault of my own. Who else thinks
8 they should give back Robux to Players who bought now-deleted things off
9 the Catalog?¹⁵
- 10 • Company refuses to help recover account items worth hundreds of dollars.
11 This is a corporate plot intent on draining my wallet further with a brick
12 wall and a U-Turn sign every time I try to contact them. I am reaching out
13 to BBB because the corporation is sending scripted messages and
14 unprofessionally handling this. Having a bad community is not a reason to
15 have unhelpful responses to issues. The company policy says we can only
16 be recompensated once ever if anything happens to our account and states
17 that they expect our accounts to be safe, but I have experienced coercion
18 and blackmail and there was no way to solve this issue. I sought help, and I
19 got ignored. I wish for a response.¹⁶
- 20 • We should be able to get refunds for clothing we've bought that was
21 moderated and deleted later. Earlier today, i went to the customize avatar
22 page on roblox, and saw that one of the shirts i bought was deleted. So i
23 observed it, and it was indeed deleted (the reason why it was deleted was
24 that had been moderated, which it wasnt really that bad, since it was one of
25 those Lightning Blue Adidas shirts). So, i decided to remove it from my
26 inventory, but then after I did that, it got me thinking. When something you
27 own thats been created by users(UGC Accessories, Shirts, Pants, etc) that
28 has been deleted from the catalog, shouldn't you be given the prompt to get
a refund after it has been deleted?¹⁷
- You purchase items virtually with hard earned money and they steal the
items back so you have to repurchase them. This company rips off under
age children and deceives them. I sent them this email and they replied with
multiple auto responses. They don't care and don't want to come up with
resolutions. I know there are hundreds of parents wanting to file a class
action suit against them.¹⁸

¹⁴ *Yall why is roblox banning random shirts/pants*, ROBLOX FORUM (January 11, 2021) <https://robloxforum.com/threads/yall-why-is-roblox-banning-random-shirts-pants.62673/> (last accessed July 2, 2021).

¹⁵ *Players should be reimbursed for deleted items from Catalog...*, REDDIT https://www.reddit.com/r/roblox/comments/j30x8b/players_should_be_reimbursed_for_deleted_items/ (last accessed July 2, 2021).

¹⁶ *Roblox Corporation*, BETTER BUSINESS BUREAU <https://www.bbb.org/us/ca/san-mateo/profile/online-gaming/roblox-corporation-1116-316031/complaints> (last accessed July 2, 2021).

¹⁷ *Get a Refund if clothing item is Deleted*, DEVELOPER (March 2020) <https://devforum.roblox.com/t/get-a-refund-if-clothing-item-is-deleted/486384> (last accessed July 2, 2021).

¹⁸ *Roblox Corporation*, BETTER BUSINESS BUREAU <https://www.bbb.org/us/ca/san-mateo/profile/online-gaming/roblox-corporation-1116-316031/complaints> (last accessed July 2, 2021).

28. Consumers have also complained that it often appears that the deleted content is unconnected to any type of policy violation and that Roblox removes content arbitrarily. For example, one consumer wrote:

- That is complete BS. My daughter paid 84 Robux for pants and they were just deleted. There was nothing inappropriate about them to get them deleted. There should be a warning or refund system. Otherwise, they could just keep deleting everything for no reason to force people to buy more things.¹⁹

C. Roblox Benefits From Nonexistent Content-Control Measures

29. Roblox benefits from its failure to implement content-control procedures to prevent items, which must later be removed from its Avatar Shop, from being sold in the first instance. Roblox generates revenue from the sale of each item sold in the Avatar Shop, whether or not it ultimately gets deleted. As such, Roblox has no incentive to perform quality control to preclude such content from being offered for sale.

30. Instead, Roblox waits until items are purchased, collects commissions, and *then* deletes the problematic content.

31. As one user put it, “it’s basically the same as scamming (paying money for something and getting nothing in return as promised).”²⁰

32. To make matters worse, users and developers are able to reintroduce into the marketplace items that Roblox previously removed. As a result of Roblox’s inadequate control practices, Roblox continues to collect commissions from new sales of content that it previously removed for violating policies.

33. Roblox does not remove developers who repeatedly have content removed for violations. These “repeat offender” developers continue to profit off of Roblox users, generate income for Roblox, and suffer no repercussions.

¹⁹ *Can you refund deleted items?*, REDDIT

https://www.reddit.com/r/roblox/comments/i0qenv/can_you_refund_deleted_items/ (last accessed July 2, 2021).

²⁰ *The Roblox Clothing Moderation*, ROBLOX FORUM (February 24, 2021), <https://robloxforum.com/threads/the-roblox-clothing-moderation.66425/> (last accessed July 2, 2021).

34. Roblox users are harmed as a result of Roblox's lack of policies and practices associated with the process by which content is initially uploaded to the Avatar Shop.

35. Roblox benefits from its refusal to adopt any form of refund program to address the out-of-pocket losses incurred by its users. Instead, Roblox keeps its commissions, and refuses to refund its users for the deleted content.

36. Roblox must be held accountable and ordered to take affirmative actions to protect its users through adequate oversight *before* content is offered for sale on the Avatar Shop. As such, Plaintiff seeks the Proposed Injunctive Relief.

CLASS ALLEGATIONS

37. Plaintiff brings this action on behalf of herself and as a class action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(c)(4) on behalf of the following proposed Class:

All individuals who purchased content on the Roblox platform (the "Class").

38. Specifically excluded from the Class are Roblox, its officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers or entities controlled by Roblox, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Roblox and/or its officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

39. Plaintiff reserves the right to amend the Class definition above if further investigation and/or discovery reveals that the Class should be expanded, narrowed, divided into subclasses, or otherwise modified in any way.

40. This action may be certified as a class action under Federal Rules 23(a) because it satisfies the numerosity, commonality, typicality, and adequacy requirements therein.

41. ***Numerosity.*** Class members are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Plaintiff is informed and believes that there are millions of Class members throughout the country, making joinder impracticable.

1 42. ***Common questions of law and fact.*** Common questions of law and fact exist as to
2 all members of the Class. The common factual and legal questions include, but are not limited to,
3 the following:

4 (a) Whether Roblox's practice of deleting content purchased by users from its
5 platform and failing to issue refunds for that content is an unfair business practice
6 under the UCL;

7 (b) Whether Roblox's practice of deleting content purchased by users from its
8 platform and failing to issue refunds for that content is an unlawful business
9 practice under the UCL;

10 (c) Whether Roblox practice of deleting content purchased by users from its
11 platform and failing to issue refunds for that content violates the CLRA;

12 (d) Whether Roblox adequately and effectively reviews content for policy
13 violations before content is offered for sale to its users;

14 (e) Whether Roblox breached its covenant of good faith and fair dealing with
15 Class members;

16 (f) Whether Roblox's misconduct alleged herein caused harm to Class
17 members;

18 (g) Whether Roblox has the capability to implement changes to Roblox's content
19 moderation practices to require adequate oversight *before* content is offered for sale on
20 the Avatar Shop;

21 (h) Whether Roblox has the capability to implement policies and practices to
22 create additional oversight mechanisms for Roblox to monitor developers who
23 regularly create content that ultimately gets deleted;

24 (i) Whether Roblox has the capability to implement policies and practices to
25 create additional oversight mechanisms to help prevent content that Roblox deletes
26 from the Avatar Shop to be re-introduced and offered for sale again;

(j) Whether Class members are entitled to injunctive relief, including, but not limited to, the Proposed Injunctive Relief, to prevent future harm;

(k) Whether Class members are entitled to declaratory relief to prevent future harm.

43. **Typicality.** Plaintiff's claims are typical of the claims of the other Class members in that the claims of Plaintiff and other Class members are reasonably co-extensive, and arise from the same course of wrongful conduct.

44. **Adequacy of representation.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action. Further, Plaintiff has no interests that are antagonistic to those of the other Class members.

45. The Class may be certified under 23(b)(2) because Roblox has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and injunctive relief with respect to Class members as a whole.

46. Alternatively, at a minimum, particular common issues are appropriate for class treatment under Rule 23(c)(4).

COUNT I

Violations of California's Unfair Competition Law On Behalf of Plaintiff and the Class Cal. Bus. & Prof. Code §§ 17200, et seq.

47. Plaintiff re-alleges and incorporates by reference herein all of the allegations set forth above.

48. In accordance with the liberal application and construction of the Unfair Competition Law ("UCL"), application of the UCL to all Class members is appropriate, given that Roblox's headquarters is in San Mateo, California; Roblox's conduct as described herein originated from California; and the decisions regarding Roblox's content moderation emanated from California.

49. Roblox is a "person" as defined by Cal. Bus. & Prof. Code § 17201.

1 50. Roblox violated Cal. Bus. & Prof. Code § 17200 *et seq.* by engaging in unlawful
2 and unfair business acts and practices.

3 51. Roblox engaged in “unfair” business acts or practices by failing to adequately and
4 effectively review content for policy violations before the content could be purchased, and
5 thereafter deleting the content and refusing to issue refunds for the content purchased.

6 52. Roblox’s practices constitute unfair business practices in violation of the UCL
7 because, among other things, they are immoral, unethical, oppressive, unscrupulous, or
8 substantially injurious to consumers and/or any utility of such practices is outweighed by the harm
9 caused to consumers. Roblox’s practices violate the legislative policies of the underlying statutes
10 alleged herein: namely, protecting consumers and preventing persons from being injured. Roblox’s
11 practices caused substantial injury to Plaintiff and absent members of the Class and are not
12 outweighed by any benefits, and Plaintiff and absent members of the Class could not have
13 reasonably avoided their injuries.

14 53. Roblox also engaged in “unlawful” business acts or practices under the UCL. “By
15 proscribing any unlawful business practice, section 17200 borrows violations of other laws and
16 treats them as unlawful practices that the UCL makes independently actionable.” *Cel-Tech*
17 *Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180 (1999)
18 (citations and internal quotation marks omitted).

19 54. Virtually any law or regulation – federal or state, statutory, or common law – can
20 serve as a predicate for an UCL “unlawful” violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal. App.
21 4th 1342, 1383 (2012).

22 55. Roblox engaged in unlawful business acts or practices by violating state law,
23 including the CLRA, Cal. Civ. Code § 1780 *et seq.*, and common law, as alleged herein.

24 56. As a direct and proximate result of Roblox’s unfair acts or business practices,
25 Plaintiff and Class members have suffered injury in fact and lost money or property.

1 in San Mateo, California; Roblox's conduct as described herein originated from California; and
2 the decisions regarding Roblox's content moderation emanated from California.

3 66. Roblox is a "person" as defined by Cal. Civil Code §§ 1761(c) and 1770 and has
4 provided "goods" as defined by Civil Code §§ 1761(a) and 1770.

5 67. Plaintiff is a "consumer" under Cal. Civ. Code § 1761(d) and has suffered damage
6 as a result of the use or employment by Roblox of the methods, acts, or practices set forth below,
7 which are unlawful under Cal. Civ. Code § 1770(a).

8 68. Roblox's acts and practices were intended to and did result in the sales of goods
9 and services to Plaintiff and Class members in violation of Cal. Civil Code § 1770, including:

10 (a) representing that the content in the Avatar Shop has been approved for
11 purchase (or failing to disclose that it has not), in violation of Cal. Civ. Code §§
12 1770(a)(2), (5), (7) and (16);

13 (b) Advertising the content in the Avatar Shop with the intent not to sell the
14 content as advertised, in violation of Cal. Civ. Code § 1770(a)(9); and

15 (c) Representing that a purchase from the Avatar Shop confers or involves
16 rights, remedies, or obligations that it does not have or involve, in violation of Cal.
17 Civ. Code § 1770(a)(14).

18 69. Roblox had a duty to disclose material facts to consumers, including but not limited
19 to, the fact that the content made available for sale in the Avatar Shop had not yet been moderated,
20 was at risk of being deleted at any point, and would not be eligible for a refund.

21 70. Roblox's misrepresentations and omissions were material because consumers
22 would not have purchased the content from the Avatar Shop, or would have paid less for it, had
23 they been aware that the content could be deleted at any time and would not be eligible for a refund.

24 71. Plaintiff and absent Class members acted reasonably in relying on Roblox's

25 72. misrepresentations and omissions, the truth of which they could not have
26 discovered with reasonable diligence.

JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

DATED: July 23, 2021

Respectfully Submitted,

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